ship to the creditors was severe. But it was unavoidable, for the court was bound to give effect to the discharge in the light of the law as it had been determined since the decision of the bankruptcy court.

BANKRUPTCY — STATE BANKRUPTCY AND INSOLVENCY LAWS — EFFECT OF GENERAL ASSIGNMENT UNDER STATE LAWS. — A state statute provided that a general assignment should dissolve prior attachments and should entitle the debtor to a discharge on certain conditions. After an attachment, the debtor made a general assignment, and within four months thereafter, but more than four months after the attachment, a petition in bankruptcy was filed against him. *Held*, that the attachment is valid. *Pelton* v. *Sheridan*, 144 Pac. 410 (Ore.).

The National Bankruptcy Act is the supreme law of the land, and suspends state statutes which encroach upon its domain. *Parmenter Mfg. Co.* v. *Hamilton*, 172 Mass. 178, 51 N. E. 529. See *Tua* v. *Carriere*, 117 U. S. 201. Accordingly, the provision for discharge in the statute in the principal case is clearly objectionable, and the court holds it such an integral part of the statute that the whole must fall. The assignment was, therefore, absolutely void, and left the attachment untouched. It has been held, however, that a general assignment under a similar statute may still be good as a common-law assignment. *Boese* v. *King*, 108 U. S. 379. Regardless of the wisdom of this doctrine, it is clear that even this decision does not give the assignment more than its common-law effect, so that all peculiar statutory incidents are inoperative and the prior attachment would not be dissolved. *Boese* v. *King*, *supra*. Some states, however, have mistakenly held that the assignment takes effect under the statute, and is only nullified by proceedings in bankruptcy, so that the attachment lien, being once dissolved, cannot be revived. *Binder* v. *McDonald*, 106 Wis. 332, 82 N. W. 156. The statute in the principal case might perhaps be held to trench upon the national act by reason alone of its provision for dissolving attachments. For it may be said that the national act requires by necessary implication that all liens older than four months shall stand, and that a state law which gives to general assignments the effect of avoiding prior attachments conflicts with the federal law. See *Tua* v. *Carriere*, *supra*. *Cf. Ebersole* v. *Adams*, 10 Bush (Ky.) 1873; *Binder* v. *McDonald*, *supra*.

CARRIERS — DISCRIMINATION AND OVERCHARGE — MISTAKE: LIABILITY FOR QUOTING PUBLISHED RATE NO LONGER APPLICABLE BECAUSE OF CHANGE IN NAME OF STATION. — The defendant railroad had filed with the Interstate Commerce Commission through tariffs on cement, naming $1.85 and $2.25 per ton as the rates, respectively, to Bradford and Niantic. Bradford station was then renamed Melville station, and Niantic station was renamed Bradford station; but the changes were not indicated in the schedules published or on file. More than a year later a shipper consigned cement to the new Bradford station, relying on the published schedules which indicated a rate of $1.85 to "Bradford." The carrier collected the freight at $2.25 from the consignee, who was reimbursed by the shipper. *Held*, that the shipper can recover the difference from the railroad. *Charles Warner Co.* v. *Delaware, L. & W. R. Co.*, 32 I. C. C. 244.

Under the federal laws, any deviation from tariffs published and filed with the Interstate Commerce Commission is forbidden. 34 STAT. AT LARGE, 586. So stringent is the prohibition that, where shipments have been made in reliance on tariffs negligently misquoted by a freight agent, the shipper is denied recovery in an action for such negligence, since recovery would indirectly violate the statute. *Illinois Central R. Co.* v. *Henderson Elevator Co.*, 226 U. S. 441; *Poor* v. *Chicago, B. & Q. Ry. Co.*, 12 I. C. C. 418. See 27 HARV. L. REV. 177. A recent Missouri case adopts this view. *Sloop* v. *Delano*, 170 S. W. 385 (Mo.